

Dow University of Health Sciences



BIDDING DOCUMENTS

Single Stage – Two Envelope Procedure
As per Rule 46 (2) of SPPRA, 2010 (Amended upto date)

IFB / NIT No: DUHS/P&D/2023/11401, Dated: April 15, 2023

**RE-TENDER - HIRING OF SERVICES OF HUMAN
RESOURCE OUTSOURCING FIRMS (HR FIRMS)
FOR PROVIDING SKILLED, SEMI-SKILLED AND
UNSKILLED HUMAN RESOURCE
(REF NO: DUHS/W&S-NIT/114)**

**OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES,
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL,
KARACHI**

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APPENDIX - A

SECTION I: INVITATION FOR PROPOSALS

Dow University of Health Sciences, Karachi (hereinafter called “DUHS”) invites proposals for hiring of services of reputed and experienced Human Resource Firm (hereinafter called “HR FIRM”) for providing skilled, semi-skilled and unskilled human resource.

1. DUHS reserve the right to increase or decrease the number of outsources employees during the contract period.
2. The HR FIRM will be selected through Single stage two envelop procedure as prescribed under Rule 46 (2) of Sindh Public Procurement Rules 2010 (Amended 2019) and would conform to procedure described in this RFP.
3. The Request for Proposal (RFP) includes the following documents:
 - a. Section I: Invitation for proposals (IFP)
 - b. Section II: Instructions to Respondents (ITR)
 - c. Section III: Scope of Work (SOW)
 - d. Section IV: Proposals formats
 - e. Section V: Integrity Pact
4. Proposals shall be submitted as per schedule listed in section I – clause 6.
5. DUHS reserves the right to reject all bids or proposal any time prior to the acceptance of a bid or proposal as per the relevant provisions of SPP Rules 2010 (Amended 2019).
6. **Tender Schedule:**

A	Last Date & Time for Submission of Proposals (Technical & Financial)	May 10, 2023 upto 11:00 a.m.
B	Date of Opening of Technical Proposals of Respondents	May 10, 2023 at 11:30 a.m.

7. Address for submitting, clarification and opening of proposals: Dow University of Health Sciences (DMC Campus), office of the Director Planning & Development 5th Floor Administration Block near Civil Hospital Karachi. Phone No. 021-99215754-57 Ext: 5820.
8. In case of discrepancies between the RFP / NIT and the Bidding Documents, the Bidding Documents shall take precedence.

SECTION II: INSTRUCTIONS TO RESPONDENT

1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this RFP and Agreement have the following meanings:

- a. “Applicable Law” means the laws and any other instruments having the force of law in “Islamic Republic of Pakistan”.
- b. “Proposal” means the Technical & Financial Proposal / bids submitted by respondents in response to this RFP issued by DUHS for Hiring of Services of HR FIRM.
- c. “DUHS” means Dow University of Health Sciences, Karachi.
- d. “Competent Authority” means the Vice Chancellor, DUHS.
- e. “Committee” means committee constituted by DUHS for evaluation of technical and financial proposals.
- f. “HR FIRMS” means such legal entities which have the capacity, human resource experience and the capability to provide specialized and non-specialized human resource as per the criteria of designated person. .
- g. “Agreement Price” means the price payable to the HR FIRM hired by DUHS under the agreement for the complete and proper performance of its contractual obligations.
- h. “Agreement” means the agreement signed by the parties along with the entire documentation specified in this RFP.
- i. “Day” means Calendar day.
- j. “Effective date” means the date on which the agreement comes into force and effect.
- k. “GCA” mean General Conditions of Agreement.
- l. “ITR” means Instructions to Respondents, specified in Section II of RFP.
- m. “IFP” means Invitation for proposals, specified in Section I of RFP.
- n. “Government” means the Government of Sindh.
- o. “Member” means any of the entities that make up the joint venture / consortium / association, in relation to responding to this RFP.
- p. “Personnel” means professional and support staff provided by the HR FIRM and assigned to perform services to execute an assignment and any part thereof in pursuance of the agreement.
- q. “Respondent” means any HR FIRM that has placed an offer / proposal / bid for performance of services sought in this RFP.
- r. “SOW” means Scope of Work for the Respondents, specified in Section III of RFP.
- s. “Services” mean the work to be performed by the HR FIRM pursuant to the agreement to be signed by the parties and in pursuance of any other specific assignment awarded to them by DUHS.

2. INTRODUCTION

Dow University of Health Sciences Karachi (‘DUHS’) is a Public Sector University founded in December 2003. DUHS has been developing tradition of excellence in education, research and community service. DUHS has educated and trained more than 8,000 students and residents from 20 academic institutes. The University has nearly **4,400 employees**, including approximately **970 faculty members** at present.

DUHS intends to hire services of reputed and experienced Human Resource Firm (hereinafter called "HR FIRM") for providing skilled, semi-skilled and unskilled human resource for its main campuses and constituent institutes.

3. CONFLICT OF INTEREST

DUHS requires HR FIRM to provide professional, objective and impartial advice and at all times hold its interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work. The HR FIRM should abide by all conditions listed in this RFP.

4. VALIDITY OF PROPOSALS

Proposals shall remain valid for a period of ninety (90) days after the date of proposal opening. A proposal valid for shorter period shall be rejected as non-responsive. DUHS may solicit the Respondents' consent to an extension of proposal validity (but without modification in proposals).

5. RIGHT TO ACCEPT / REJECT PROPOSAL

DUHS reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision as per SPP Rules 2010 (Amended 2019).

6. FRAUD AND CORRUPTION

DUHS requires that HR FIRM hired through this RFP must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy, DUHS defines, for the purposes of this provision, the terms as follows:

- i. "Corrupt practice" mean the offering, giving, receiving or soliciting of anything of value to influence the action of DUHS by any person of Respondent in Agreement execution.
- ii. "Fraudulent practice" mean a misrepresentation of facts, in order to influence procurement process or the execution of an agreement to DUHS, and includes collusive practice among Respondents (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive DUHS of the benefits of free and open competition;
- iii. "Unfair trade practices" mean supply of services different from what is ordered on, or change in the Scope of Work in Section III.
- iv. "Coercive practices" mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of agreement.
- v. DUHS would reject a proposal for award, if it determines that the Respondent recommended for award, has been engaged in practices listed at 6(i) to 6(iv) above.
- vi. DUHS would Declare a HR FIRM ineligible, either indefinitely or for a stated period of time, for awarding the agreement, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for or in executing, the agreement.

7. CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENT

7.1. RFP CLARIFICATIONS

During technical evaluation of the proposals, DUHS may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by DUHS.

7.2. AMENDMENTS IN RFP

At any time prior to deadline for submission of proposal, DUHS may for any reason, modify the RFP. The prospective Respondents having received the RFP shall be notified of the amendments through email/mail and such amendments shall be binding on them.

8. PROCESS FOR HIRING OF SERVICES

This enquiry is in the nature of Request for proposal (RFP) intended to result in the hiring of Services of HR FIRM. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the qualified respondent would sign an agreement with DUHS which would specify the assignment that the selected respondent is expected to perform. Evaluation of the proposals shall be carried out in two stages, first the technical and then the financial.

The technical and financial proposals shall be submitted at the same time, any proposal or part of proposal received after the closing time for submission of proposals shall be returned unopened. No amendment to the technical or financial proposal shall be accepted after the dead line.

At first the technical proposals will be opened and evaluated in conformity with the provisions of the RFP. The financial proposals shall remain sealed until they are opened publicly.

The Evaluation Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the evaluation criteria enunciated in the RFP.

The respondents who qualify on the basis of technical evaluation would be informed about the date and time of opening of their financial proposals through letter, Fax or Email as communicated by the Respondent in their proposals.

After rejecting the offers securing less than the minimum qualifying marks in the technical proposal, the financial proposals of the qualifying HR FIRMS shall be opened. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).

9. ELIGIBILITY CRITERIA FOR HR FIRM(MANDATORY REQUIREMENT)

HR FIRMS applying for being selected under the RFP must fulfill the following eligibility criteria:

- i. HR FIRM blacklisted by any ministry/department of Govt/Provincial/Federal Govt, FIA/NAB or convicted by court shall not be eligible. HR FIRM also should not have defaulted either in works or in financial progress in any of their works with the Government departments or agencies. HR FIRM also should not be in litigation with DUHS. In this regard an Affidavit to be submitted on Rs. 100 stamp paper.
- ii. Having minimum experience of five (5) years in similar nature of services.
- iii. HR FIRM should have audited financial statement for the last three years from

reputable audit firms.

- iv. Average annual turnover (total income) in preceding three (3) years (on closing of last fiscal year) should be atleast Rs. 100.000 million. demonstrated through **Income Tax Returns (ITR – FBR)**, with audited statement of accounts details to be submitted
- v. Reference letters or Job Completion certificates / POs / works order /agreements of any two (2) ongoing or completed projects having contract value of Rs. 100.000 million or above for providing the HR Services during the last 5 years.
- vi. Having the valid Sindh Sales Tax (SST) Registration Certificate.
- vii. HR FIRM must be available on ‘List of Active Tax Payers’ of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- viii. Having the valid certificate of Registration of Employees Old-Age Benefit Institution (EOBI).
- ix. Having the valid certificate of Social Security Registration of employees.
- x. HR FIRM must attach the valid documentary evidence in support of eligibility / qualification and evaluation criteria and conformity with required terms and conditions of Scope of Work / Services given in the Tender Document.
- xi. HR FIRM must have secured minimum 70 qualification marks in Technical Evaluation as described in **Section II, Para 19**.
- xii. Bidders past experience for Hiring of Services of Human Resource outsourcing firms (HR Firms) for providing skilled, Semi-Skilled and Unskilled Human Resource. Copies of satisfactory performance certificate with agreement, Workorder must be attached as an evidence.
- xiii. Existing and any past service providers are only eligible for bidding upon providing Satisfactory Performance Certificates of recent contracts for respective periods of services from the Office of the Registrar duly signed and stamped. No other certificates will be accepted for eligibility.
- xiv. Undertaking on Rs. 100/- stamp paper by the company to the effect that employee is paid monthly wages, not less than the minimum wages fixed by the government of Sindh from time to time. Any violation at any stage in this regard will render the company ineligible to work with DUHS

10. DISQUALIFICATIONS

DUHS through its committee may at its sole discretion and at any time during the evaluation of proposal, disqualify any Respondent, if the Respondent has:

- i. Submitted the proposal documents after the deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project .
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought.

- vi. Declared ineligible by the Federal or Provincial Government for corrupt and fraudulent practices or blacklisted by any Government organization (Federal / Provincial) or convicted by courts.
- vii. Submitted a conditional proposal with price adjustment / variation provision.
- viii. Not fulfill any mandatory eligibility condition as mentioned in clause 9.
- ix. Alternate Bids shall **NOT BE ALLOWED**, if any bidder elects to submit alternative bid(s) / proposal(s), both bids **ORIGINAL** and **ALTERATIVE** will be rejected straightaway.

11. REQUEST FOR PROPOSAL

The Respondent is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at Respondent's own risk and may be liable for rejection. When Respondents receive the RFP, and if they can meet the requirements of the RFP and the commercial and contractual conditions, they should make arrangements necessary to prepare a responsive proposal

If the Respondents find in the RFP documents - especially in the selection procedure and evaluation criteria – any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from DUHS well in advance. However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non-receipt of any clarification.

Respondents should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP.

Once proposals are received and opened, respondents shall not be permitted to change the proposal.

Non-compliance with Eligibility criteria for HR FIRM will result in rejection of the proposal.

12. PRE PROPOSAL QUERIES

The prospective Respondent, requiring any clarification on RFP may contact DUHS and seek required clarification as per the Rule 23 of SPP Rules 2010 (Amended 2019). However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non- receipt of any clarification.

13. PREPARATION OF PROPOSAL

The Respondent shall comply with the following requirements during preparation of the proposal:

- i. The proposal and all associated correspondence shall be written in English and shall conform to the prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- ii. The proposal shall be typed or written in indelible ink and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization or written power of attorney shall accompany the proposal.
- iii. In addition to the identification, the covering letter (Tech 1) shall indicate the name and address of the Respondent to enable the proposal to be returned in case it is declared late, and for any other matching purposes.

- iv. Proposals received by fax or email shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- v. Respondents are not permitted to modify, substitute, or withdraw proposal after its submission.
- vi. All the pages of the proposal should be initialed by the authorized person(s) and should conform strictly to the formats and procedures laid down in this RFP.
- vii. Technical and financial proposals should be submitted in separate envelopes and set has to be prepared as :
 - a) Technical and financial proposals shall be prepared and each to be put in a separate envelope.
 - b) There shall be following title on each envelope containing the technical and financial proposals - **HIRING OF SERVICES of HR Firms (HR FIRMS) For ANNUAL CONTRACT FOR PROVIDING SKILLED, SEMI-SKILLED AND UNSKILLED HUMAN RESOURCE**
 - c) Both the envelopes prepared above shall then be put in another big envelope which shall have the following title marked on it - **HIRING OF SERVICES of HR Firms (HR FIRMS) For ANNUAL CONTRACT FOR PROVIDING SKILLED, SEMI-SKILLED AND UNSKILLED HUMAN RESOURCE**

All envelopes mentioned above should also have the name and contact details of the respondent clearly mentioned on them. This shall facilitate return of envelopes to the respondent, if required, as per RFP.

14. SUBMISSION OF PROPOSALS

Respondent shall submit responses (referred to as 'Proposals' herein) to the address mentioned in **Clause 7 of Section I** as per the procedure specified in this RFP. The list of documents to be submitted as part of proposals is provided in **Clause 9 & Clause 16 Section II**.

15. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals from Respondents, completed in all respects must be received by DUHS at the address specified in **Section I Clause 7 as per schedule listed in Section I Clause 6**.

16. LIST OF DOCUMENTS SUBMITTED AS PART OF PROPOSAL

16.1. TECHNICAL PROPOSAL

All the submitted forms must be arranged in ascending order:

- a. General information about the respondent as specified and required in **Tech - 2**, and in various related clauses of the RFP (whichever is applicable).
- b. Financial Strength of the organization in **Tech -3**
- c. Summary of relevant project / work experience in **Tech -4**
- d. Technical proposal of respondent for the SOW in **Tech -5**
- e. Any other supporting information and documents that are relevant to the technical proposal and are required to be submitted as per various clauses of this RFP.

- f. Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions; one (1) original and two (1) copies. The original and all copies of the Technical proposal shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. Original & copies of the document should be separately clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- g. Only the soft copy of technical proposal should also be provided in the form of USB showing the name of the HR company

All the above papers should be duly signed by the authorized signatory.

16.2. FINANCIAL PROPOSAL

- a. The financial proposal will be filled in **Fin - 1** separately. 01 copies of financial proposal should also be provided alongwith original copy
- b. All rates will be quoted in Pakistan Rupee (rounded to the rupee amount) in word and figure
- c. The financial proposals should be in the form of a single figure inclusive of all types of costs / taxes/ levies/ fees/ payments that are to be made by the respondent in pursuance of the assignment undertaken under the Agreement obligation of this RFP.
- d. Tax exemption in any case would be subject to “Tax Exemption Certificate” issued by FBR, verifiable through online verification system of FBR.
- e. In case of any discrepancy/confusion/ difference between the financial proposal quoted in figures and in words, the proposal mentioned in the form of words would be considered as final and would prevail.
- f. In case of ambiguity on financial proposal being quoted in words, the proposal is liable to be rejected. The respondent should exercise due caution in preparing the financial proposals.

17. RECEIPT OF PROPOSALS

The proposals would be received at the address specified in **Section I, Clause 7** The proposals will be kept in safe custody till they are opened in presence of respondents who choose to be present as per the schedule listed in **Section I, Clause 6**.

18. PROPOSAL OPENING

DUHS will open all proposals including withdrawals and modifications, in public, in the presence of respondents / their authorized representatives who choose to attend, at the time, on the date and the place specified in RFP. Respondents / Representatives shall sign attendance as a proof.

19. BID EVALUATION OF CRITERIA

The Procurement Committees of DUHS shall evaluate the proposals.

- 19.1. THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS. The bidder which attains the highest combined weighted technical and financial score according

- to the following criteria shall be SELECTED
- 19.2. The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and REJECTED
- 19.3. The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 19.4. Bidders achieving **minimum 70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- 19.5. Only those Financial Proposals will be announced / considered which were technically qualified by the committee

Sr. No.	Evaluation Criteria	Total Marks	Marks Obtained	
a.	Head office and Regional offices: <i>(Please attach list of all offices with complete contact information & evidences)</i>	10		
	• Head Office with 4 or more regional offices			10
	• Head Office with 3 regional offices			8
	• Head Office with 2 regional offices			6
	• Head Office with 1 regional office			4
b.	Reference, Past Experience & Clientele NOTE:- If a contract extended by the employer(s) for next 12 month or more periods all such extensions shall be considered as a single Project/ single yearly contract(s). No point shall be given for less than 12 month's period			
i.	Experience in handling outsourcing HR Service contracts throughout Pakistan <i>(Credible documentary evidence must be provided in the form Registration of the company, work order, contract agreement, satisfactory performance letter etc.)</i>	20		
	• More than 15 years			20
	• Between 13 – 15 years			16
	• Between 9 – 12 years			12
	• Between 5 – 8 years			8
	• Less than 5 years			4
ii.	Number of projects having contract value of 20 million or above for providing the HR Services during the last 5 years NOTE:- If a contract extended by the employer(s) for next 12 month or more periods all such extensions shall be considered as a single Project. No point shall be given for less than 12 month's period <i>(Credible documentary evidence must be provided in the form or work order, contract agreement, satisfactory performance letter)</i>	10		
	• More than 10 Projects			10
	• Between 8 – 10 Projects			8
	• Between 5 – 7 Projects			6
	• Between 2 – 4 Projects			4
	• Less than 2 Projects			0

iii.	Maximum number of personnel provided for outsourcing services annually to largest client in last 3 years NOTE:- If a contract extended by the employer(s) for next 12 month or more periods all such extensions shall be considered as a single Project/ single yearly contract(s). No point shall be given for less than 12 month's period <i>(please provide certificate in the form or work order, contract agreement, satisfactory performance in this regard, which will be subject to verification by the DUHS)</i>		20	
	• Above 600 Personnel	20		
	• Above 500 Personnel	16		
	• Above 400 Personnel	12		
	• Above 300 Personnel	8		
	• Below 200 Personnel	4		
c.	HR Requirement & Services			
i.	Availability of ERP/MIS System (modern and specialized HR software): <i>(Credible documentary evidence must be provided)</i>		10	
	• Yes	10		
	• No	0		
ii.	Relevant & valid ISO Certification <i>(Credible documentary evidence must be provided)</i>		10	
	• Yes	10		
	• No	0		
d.	Average Annual Turnover during last three (03) financial years <i>(Audited Statements of Accounts and Income Tax Return Forms must be attached as supporting documents)</i>			
i.	• Above 250 Million	20	20	
	• Above 200 Million	15		
	• Above 150 Million	10		
	• Above 100 Million	5		
	• Below 50 Million	00		
Total Marks			100	

Total Points = 100

Minimum Qualification Points = 70

EVALUATION AND SCORING OF FINANCIAL PROPOSAL

- 19.6. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency
- 19.7. Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance
- 19.8. Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder
- 19.9. Bids not accompanied by the Bid security of required amount and form shall be rejected.
- 19.10. Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).

- 19.11. The formula for technical scoring is “Technical Marks / Score = Total Technical Marks of the respective bidder x 0.75”.
- 19.12. The formula for financial scoring is that the lowest bidder gets 25% Marks and the other bidders score 25 multiplied by the ratio of the lowest bid divided by the quoted price

EXAMPLE:

TECHNICAL EVALUATION

The formula to calculate the technical points / marks / score of the bidder is given below:
 Technical Marks / Score = Total Technical Marks of respective bidder x 0.75

- **Solved Example of Financial Scoring:**
 Technical scoring out of 100 = 85
 Carried Forward & Prorated Technical scoring = 85 x 0.75

FINANCIAL EVALUATION

The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:

- **Financial Evaluation Score of individual quoted Product:**
 = [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score
- **Solved Example of Financial Scoring:**
If the lowest quoted price of an item is Rs. 25 million the same lowest will obtain score as below:
 = [25 ÷ 25] x 25 = 25
 = 25 marks being the lowest bidder for the quoted item

If the next higher quoted price of the same item is Rs. 30 million the marks obtained will be:
 = [25 ÷ 30] x 25 = 20.83

If the next higher quoted price of the same items is Rs. 37 million the marks obtained will be:
 = [25 ÷ 37] x 25 = 16.89 Marks and so on.

20. SIGNING OF CONTRACT

On the agreed format, successful HR Firm and DUHS will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899, the expenditure involved on the said contract agreement will be borne by the firm / respondent. After signing of the agreement, no variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. A draft agreement is available at Appendix ‘A’.

Initially contract shall be signed for a period of one year (12 months), however, DUHS at its own discretion can extend the period of contract for a further period of 12 months. The HR Firm bound to provide the services for next year without any increase in rate.

The HR FIRM is expected to commence the assignment on the agreed date.

21. EARNEST MONEY DEPOSIT / BID SECURITY DEPOSIT / PERFORMANCE SECURITY DEPOSIT

Bid Security / Performance Security Deposit @ 1.5% of Annual cost would be furnished by the respondent in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in

Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. **Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.** Bid security amount will be refunded if the Respondent is not finally selected.

The selected respondent will have to furnish a performance security @ 3% of total bid / contract price in the shape of Call Deposit / Bank Draft / Pay Order / Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. The Performance Security submitted should be valid for the contract period. No interest will be paid on Performance Security / Bid Security.

Performance Security amount will be retained till the completion of project. In case selected respondent refuse to sign the agreement within the reasonable time may result in blacklisting of company and forfeiting of bid security.

22. CONFIDENTIALITY

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Respondents or any other person not officially concerned with such process until the selection process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of DUHS, the Respondent and the personnel shall not at any time communicate to any person or entity any confidential information acquired during the course of the agreement.

All work products, including reports is the property of DUHS, and may not be used in any manner except to fulfill the terms of this agreement.

23. OWNERSHIP OF DOCUMENTS PREPARED BY THE HR FIRM

All the reports, database, software, protocols, strategies and other documents prepared by the HR FIRM as part of the execution of contract shall remain the sole property of DUHS and the HR FIRM shall not later upon termination or expiry of this agreement, deliver / share, if not already delivered / shared, all such reports, database, software, protocols, strategies and other documents to the DUHS , together with a detailed inventory thereof.

The HR FIRM shall not use any of the reports, database, software, protocols, strategies and other documents for purposes unrelated to this Agreement during its currency without the prior written approval of the DUHS. A certificate to this effect shall be provided by the HR FIRM whenever the DUHS shall require.

24. INTEGRITY PACT

Pursuant to **Rule 89** of SPP Rules 2010 (Amended 2019), HR FIRM undertakes to sign an integrity pact in accordance with prescribed format attached hereto at Section V for all procurements exceeding Rs. 10.0 Million or any other limit prescribed by DUHS.

SECTION III: SCOPE OF WORK (SOW)

1. BACKGROUND

This section details the scope of work for the HR FIRM hired to provide skilled, semi- skilled and unskilled work force in the required field as specified in this RFP.

2. ABOUT THE PROJECT

DUHS endeavor to hire services of reputed and experienced Human Resource Firm (hereinafter called “HR FIRM”) as per the evaluation criteria of this document for providing skilled, semi-skilled and unskilled human resource (Teaching Staff, Laboratory & Health professionals, Paramedical, Administrative, Clerical, non-clerical staff) for its main campuses and constituent institutes. Successful bidder would enter in to a contract of 12 months extendable upon satisfactory performance for further 12 months or till the finalization of next RFP.

3. ROLE OF HR FIRM

- 3.1 The bidder must have a diverse pool of potential candidates for various positions at DUHS.
- 3.2 The bidder should provide a dedicated resource (POC) for all the operations of DUHS to ensure effective and efficient services.
- 3.3 The bidder shall provide CVs for relevant candidates after screening as per the requirements shared by DUHS. Final selection would be done by DUHS after interviewing top candidates.
- 3.4 Salary should be issued prior to 5th of every month and disbursement sheets should be verified by banks statement submitted to the concerned department on monthly basis
- 3.5 Successful Bidder will be bound to pay the salary of all employees through bank account which would be checked and verified by the by the DUHS management at any time to make sure that prevailing rates fixed by the provincial government is followed
- 3.6 In case, DUHS advertises a position then DUHS may share their pool with the bidder. The bidder shall do initial short listing based on the requirements, shared by DUHS, of a certain position.
- 3.7 The bidder will do all the necessary background and reference checks before sharing the CVs of those candidates with DUHS.
- 3.8 The bidder shall give the contract to the human resource, selected by DUHS. The bidder will ensure the legality of the contract. Tenure of the employment contract shall be discretion of DUHS. These documents include the initial offer letter and then an appointment of contract.
- 3.9 Each human resource who would be employed by DUHS would be on a probation period for 3 months from the date of joining.
- 3.10 The bidder shall ensure that each employee is insured against death (Natural & Accidental) and injury and fulfil requirements as per the law of the state/province and DUHS policies. Premium Cost must be included in services

fee.

- 3.11 The bidder shall process the payroll of human resource on the request of DUHS. Bidder will share the invoice with DUHS HR team (including Salaries & handling Charges) around 20th of every month, for invoice verification by DUHS team.
- 3.12 The bidder shall provide services of disbursing salaries to the human resource. DUHS will decide the compensation of a human resource based on the existing paygrade of DUHS.
- 3.13 HR Company shall ensure the availability of funds for the disbursement of their employees' salaries prior to the 5th of every month. In case of delay from client's end
- 3.14 The bidder shall maintain database of all the human resource employed for DUHS and will ensure availability of any/such reports, as/when required by DUHS e.g. leaves etc.
- 3.15 The termination of employment contract will be given by the bidder, based on the recommendations from DUHS only, which could originate due to performance or any other disciplinary issue.
- 3.16 The bidder shall prepare the final settlements of human resource and share the invoice with DUHS.
- 3.17 The bidder will ensure that all human resource comply to DUHS policies and regulations. The bidder will take appropriate actions against any disciplinary cases.
- 3.18 Human resource can be stationed at any DUHS campus including all the constituent institutes and lab. collection centres.
- 3.19 DUHS will provide the service units with tools, equipment and any licenses for software, necessary for carrying out their duties with DUHS, but the bidder shall be responsible for their safety & security, & shall also be held liable to pay in case of any loss or theft
- 3.20 DUHS will evaluate the performance of the human resource employed for DUHS.
- 3.21 DUHS will make the final decision, if a contract of any human resource be renewed or extended and the tenure of that contract.
- 3.22 The decision of salary revision and increments shall be based on the performance of any given human resource. Final decision shall lie with DUHS management.
- 3.23 The bidder shall provide DUHS with replacements of any/such human resource who wished to discontinue their employment with DUHS.
- 3.24 Human resource shall be eligible to take sick, casual and annual leaves as per the existing DUHS Leave Policy.
- 3.25 Bidder shall share the list of shortlisted candidates for interviews within 2 weeks after a formal request for any position
- 3.26 Bidder will make the offer to the human resource within 24 hours after DUHS selects the final candidate and share the date of joining with DUHS in the next 24 hours i.e. bidder shall give 24 hours to an individual to either accept or reject the offer. This entire process should not take more than 2 days.
- 3.27 Bidder will share the reports, or any data required as per the scope of work by DUHS HR Team, within 2 days after a formal request to the bidder by DUHS team.

- 3.28 DUHS will hold the bidder responsible if it makes the final offer to a selected candidate before their reference checks or verifying their educational background. Reference checks for fresh graduates is not necessary
- 3.29 Any health risk incident during the currency of the contract, would be the responsibility of the vendor and no claim can be charged

SECTION IV: PROPOSAL FORMATS

DUHS invites the proposals from Respondents for providing the Human Resource as listed in preceding paragraphs. The hiring of HR FIRM services would be done by examining the technical proposals before opening the financial proposal. There would be two categories for submission of formats:

1. Technical proposal related formats
2. Financial proposal related formats

S No	Form No	Detail	Remarks
1	TECH 1	Covering Letter for Hiring of Services of HR FIRM	Formats for technical proposal
2	TECH 2	General Information About the Respondent	
3	TECH 3	Financial Strength of the Respondents	
4	TECH 4	Summary of Relevant Projects/Work Experience	
5	TECH 5	Proposal of the Respondent for the SOW	
6	FIN 1	Financial Proposal	Format for financial proposal

1. TECH I: COVERING LETTER FOR HIRING OF SERVICES OF HR FIRMS
(On Respondent's letterhead)

Date: _____

Proposal Reference No. xx/2023

Dow University of Health Sciences,
Karachi.

Sub: Proposal for Hiring of Services of HR Firm

Dear Sir,

1. Having examined the RFP, we / I, the undersigned, offer to submit a proposal for the Hiring of HR services provided for activities to be undertaken under RFP, in full conformity with the said RFP.
2. We / I have read the terms and conditions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We / I agree to abide by this proposal, consisting of this letter, technical and financial proposal and all attachments, for a period of ninety (90) days from the date fixed for submission of proposal as stipulated in the RFP.
4. Until the formal agreement is prepared and executed between the parties, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding agreement between us.
5. If we are / I am entrusted an assignment, we undertake to deposit the required bid security.
6. We / I hereby declare that all the information and statements made in this proposal are true, correct and acceptable. Any misinterpretation contained in it may lead to our disqualification.
7. We / I understand DUHS is not bound to accept any proposal it receive.
8. We / I confirm that our authorized representative has signed all pages of this proposal as acceptance of all conditions of RFP. All documents attached along with our proposals have also been signed by our authorized representative as an attestation of their authenticity. The financial proposal has been prepared separately as desired and duly signed.
9. We / I are submitting herewith a Pay-order/demand draft / Bank Guarantee No. _____ Dated _____ in favor of "Dow University of Health Sciences, Karachi" drawn on (Bank Name & Address) as bid security / earnest money deposit for consideration of our proposals is attached with financial proposal.
10. The letter of authorization by the competent authority is also attached herewith.

Dated this [date / month / year] Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this proposal for and on behalf of [Name of Respondent]

Name & Address of Firm Affix rubber stamp Email/Fax No.
Income Tax Certificate Return Submitted

2. TECH 2: GENERAL INFORMATION ABOUT THE RESPONDENT

Proposal Reference No.

1. Name of Organization :
2. Category :
3. Address of Registered Office :
4. Details of the website of the organization (if any) :
5. Address of local office :
6. Details of designated person :
 - a. Name:
 - b. Designation:
 - c. Telephone:
 - d. Fax Number:
 - e. Mobile Number:
 - f. E-mail address:
 - g. CNIC :
7. Registration Details (attach documentary proof) :
8. Income Tax registration number/NTN details (attach documentary proof) :
9. Other applicable tax documents (attach documentary proof) such as sales tax registration certificate :
10. Other details of the Association :
 - i. Status of the Association (whether Partnership, etc.) :
 - ii. Locations and addresses of offices (in Pakistan and overseas) :
11. Information about the constitution of the organization and memorandum of the association (attach certified documentary proof) and article of association.
12. Details of members of the organization / Board of Directors along with their CNIC/SNIC and addresses.
13. Purpose/mission/vision of the organization (attach certified articles of association which describes the same).

14. Information (in brief) about the work done by the organization in related fields in last 5 years (attached detailed note/report along with Tech 3) – Certificate of such firm / organization / assignment / contracts completed.

15. Details of person authorized duly approved by board/ Competent Authority to sign the proposal (please attach proof document (i.e. authority letter by the competent authority, Board minutes only attested by Board Secretary, power of attorney etc.) and extent of liability covered under the authority.

- a) Name
- b) Designation
- c) Address
- d) Telephone
- e) Fax
- f) Mobile
- g) E-mail
- h) Website
- i) Legal Status (attach proof)
- j) Signature.....
- k) In the capacity of.....
- l) Duly authorized to sign proposal for and on behalf of.....
- m) Date.....
- n) Place.....
- o) Affix Rubber Stamp

3. TECH 3: FINANCIAL STRENGTH OF THE ORGANIZATION

Proposal References No. _____

Name of the Respondent: _____

I/we hereby declare that, our firm's Annual Income in last 3 fiscal years (on closing of last fiscal year) is as follow:

Annual Income / Revenue of the Respondent			
F. Y. ONE	F. Y. TWO	F. Y. THREE	Average

Signature.....

In the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date.....

Place.....

4. TECH 4: SUMMARY OF RELEVANT PROJECT / WORK EXPERIENCE

Proposal Reference No. _____

Section: Tech 4 (a)

(Use separate sheet for each project/ work)

S No	Item	Details
General Information		
	Customer Name/Govt. Department	
	Address	
	Name of the Contact Person and Contact details for the Project	
Project Details		
	Project/Related Work Experience	
	Start Date/End Date	
	Current Status (work in progress, Completed)	
	Agreement Tenure	
	Locations	
	Man-month Effort Involved	
	Other Details Relevant to Project	
Brief description of scope of consulting / work / in-service assignments (Provide specific details of experience in any of the relevant as per Scope of Work:		
Size of the Project		
	Order Value of the Project (Rs. in Millions)	

(Provide Certificate of Completion for completed projects from Authorized officials in the Government Departments along with supporting documents (contract agreement, contract award etc.) as proof.

As the points will be awarded for the project having the contract value of Rs. 20 Million or above, so only attach Rs. 20 Million and above projects with proof, without proof as mentioned above no point will be given.

Section: Tech 4 (b)

(Use separate sheet for each Personnel)

Summary of Key Human Resource mentioned at Section II Para 19.1 (5)

FORMAT OF CURRICULUM VITAE OF EXPERTS

1. The discipline/Expertise:
2. Name of the firm:
3. Name of Expert:
4. Date of Birth:
5. Years with the firm:
6. Nationality:
7. Professional Qualifications:
8. Academic Qualification:
9. Employment Record:
10. Language and Degree of Proficiency: (in Speaking , reading and writing as
Excellent- Good – Fair – Poor)
11. Details of relevant Projects handled:
12. Certification: I, the undersigned, certify that, to the best of my Knowledge and belief, these bio- data correctly describes myself, my qualifications and my experience.

Signature:

5. TECH 5: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please carefully read and understand the complete RFP before preparing this proposal.

Proposal Reference No, _____

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

1. TECHNICAL APPROACH AND METHODOLOGY

Explain your understanding of the objectives of the assignment, approach to the services required to be rendered, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

2. WORK PLAN

Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and proposals for monitoring. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

6. FIN 1: FINANCIAL PROPOSAL OF THE RESPONDENT

The handling charges for providing skilled, semi-skilled and unskilled HR described in scope of work as per the requirement and conditions listed in this RFP are as follows:-

S #	Break-up of Payment	%age / amount
1.	Handling charges of HR Firm including Employee's Insurance coverage cost against death (Natural & Accidental) and injury. PEPM	
2.	SESSI Contribution PEPM Mandatory deduction as per Govt. Rate	
3.	EOBI Contribution PEPM Mandatory deduction as per Govt. Rate	
4.	Sindh Sales Tax PEPM Mandatory deduction as per Govt. Rate	
5.	Income Tax PEPM Mandatory deduction as per Govt. Rate	
6.	Each Employee Gratuity PEPM Mandatory as per prevailing Labor Laws	
7.	Other Charges (if any, provide details)	
8.	Other Charges (if any, provide details)	

- The “ **handling Charges of HR Firm** per staff shall be quoted; however, EOBI / SESSI / SALES TAX / GRATUITY and other Government deductions will be billed AT ACTUAL.
- Expected induction of employees 220 Nos. on third party arrangement.
- Average salary per employee Rs. 25,000/- per month (only for calculation purpose).
- Calculation of total Annual Cost / Bid price shall be calculated as per below formulae
(Average Salary per employee per month + Handling charges of HR firm per employee per month) x 12 months x 220 Nos = TOTAL ANNUAL COST/ BID PRICE
- Handling charges is applicable on the net salary of employees.
- DUHS reserve the right to increase or decrease the number of outsources employees during the contract period.
- This rate is inclusive of all applicable taxes, other liabilities and payments that may arise from time to time.
- The Respondent undertakes to claim no more than this percentage as charges for providing services as listed out in this RFP.
- Sales Tax and Income Tax from the income/handling charges of HR Firm will be deducted / withhold by DUHS at prescribe rate.
- Attach the tax exemption certificate (if any).
- Total Annual Cost / Bid Price of the Proposed Hiring including taxes will be

Rs. _____ (In Words Rupees _____ only)

Bid Security = 1.5% of Total Annual Cost / bid price will be Rs. _____ (In Words Rupees _____ only)

We, hereby accept all the terms and conditions as given above.

Signature.....

In the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date..... Place..... Affix Rubber Stamp

7. SCHEDULE 1: FINAL SETTLEMENT
(on Respondent's letterhead)

Date:
Proposal Reference No.

Dow University of Health Sciences,
Karachi.

Sub: Final Settlement

Dear Sir,

After successfully completing the job assigned to us for providing skilled semi-skilled and unskilled we are sending you the detail for payment of balance amount along with earnest money and security deposit for final settlement.

Sr. No.	Title	Amount (Rs.)
1	Bid Security	
2	Security Deposit	
3	Balance Payment	
Total		

Dated this [date / month /
year] Authorized Signatory
(in full and initials):
Name and title of signatory:
Duly authorized to sign this proposal for and on behalf of [Name of
Respondent] Name & Address of Firm (Affix rubber Stamp)

SECTION V: INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letter head)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Agreement No: _____ Dated: _____
Agreement Value: _____ Agreement Title: _

..... [Name of HR FIRM] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from DUHS or any administrative subdivision or agency thereof or any other entity owned or controlled by DUHS through any corrupt business practice.

Without limiting the generality of the foregoing, [***Name of HR FIRM***] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or judicial person, including its affiliate, agent, associate, broker, Organizations, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from DUHS, except that which has been expressly declared pursuant hereto.

..... [***Name of HR FIRM***] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with

DUHS has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... [***Name of HR FIRM***] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to DUHS under any law, Agreement or other instrument, be voidable at the option of DUHS.

Notwithstanding any rights and remedies exercised by DUHS in this regard,..... [***Name of Organization***] agrees to indemnify DUHS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to DUHS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Organization] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from DUHS.

Name of HR FIRM: Signature:
Seal:

APPENDIX A

Draft Agreement
Between
Dow University of Health Sciences, Karachi
and
(Name of HR FIRM)
For
“PROVIDING SERVICES of Skilled, Semi-Skilled and Unskilled Human Resource

.....
Day, Month and Year

This Service Agreement (hereinafter “Agreement”) is made at Karachi on this ____day of_2023

BETWEEN

Dow University of Health Sciences, Karachi (‘DUHS’) is a Public Sector University founded in December 2003 having the office at Dow Medical College Campus, Baba-e-Urdu Road, Karachi, Pakistan through its REGISTRAR on the other part (hereinafter referred to as “**Client** ” which expression shall include its successors-in-interest and assigns); of the one part

AND

_____ a company incorporated under the Companies Ordinance 1984, having its Registered Office at _____. (Hereinafter referred to as the “**SERVICE PROVIDER**”, which expression shall include its successors-in- interest and assigns); of the other part.

(The Client and the SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" or individually as a "Party").

WHEREAS, “**Dow University of Health Sciences, Karachi**” requires the services of a Service Provider of repute to provide services for its offices across Pakistan; the details of services required are provided in Clause 1.2 of this Agreement, as required on day to day basis. (hereinafter referred to as the “**Services**”);

WHEREAS, the SERVICE PROVIDER represents that it is in the business of and has considerable expertise and experience in providing Services, and executing the work of such nature, as is from time to time required by its clients.

WHEREAS, relying upon the representations made by the SERVICE PROVIDER, “**Dow University of Health Sciences, Karachi**” has agreed to enter into this Agreement with the SERVICE PROVIDER on a non-exclusive basis in respect of the Services and execution of work as specified hereunder and the SERVICE PROVIDER agrees to provide the Services and execute the work as and when required by “**Dow University of Health Sciences, Karachi**” on the terms and conditions set out in this Agreement; AND

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. APPOINTMENT

1.1. “**Dow University of Health Sciences, Karachi**” hereby appoints the SERVICE PROVIDER as its non-exclusive SERVICE PROVIDER for rendering the Services on the terms and conditions referred in the **RFP for Skilled, Semi-Skilled and Unskilled Human Resource**. The provisions of this Agreement shall regulate the utilization of Services provided by the SERVICE PROVIDER Employees to “**Dow University of Health Sciences, Karachi**”, and shall not apply to any other activity or business operation. The SERVICE PROVIDER shall provide the Services through its employees, hereinafter referred to as ‘SERVICE PROVIDER’S Employees’.

1.2. The Services include, but are not limited to the Teaching Staff, Laboratory & Health Professionals, Paramedical, Administrative, Clerical, Non-clerical staff.

- 1.3. All SERVICE PROVIDER'S Employees to be deployed at "**Dow University of Health Sciences, Karachi**" for the execution of this Agreement shall be subject to the approval of the Client.

2. DURATION

This Agreement will be effective from _____ 2023 and shall subject to Clause 6 of this Agreement be valid up to 1 year (12 months) extendable on satisfactory performance for further 06 months or till the finalization of new RFP. The bidder shall provide the services for extended period without any change in terms & condition and increase in service charges

3. DUTIES OF THE SERVICE PROVIDER

- 3.1. The SERVICE PROVIDER shall ensure that:

- i. Suitable resources are identified by the SERVICE PROVIDER for provision of services agreed and requested from time to time by the Client. However, client has the authority to accept or reject the candidate
- ii. The Services are performed through THE SERVICE PROVIDER'S EMPLOYEES on the basis of a 6 day working week;
- iii. The SERVICE PROVIDER shall comply with all applicable laws, rules and regulations instructions and customary practices of Pakistan.
- iv. The SERVICE PROVIDER will be responsible to maintain and organize complete records/ bio data, CNIC, recent 2 photographs plus 2 references of each SERVICE PROVIDER'S Employee including but not restricted to educational record, family record, contact information, detail of previous employer(s) etc. in their personal files. The SERVICE PROVIDER shall ensure to maintain updated records every month and shall keep the same under safe custody.

- 3.2. The SERVICE PROVIDER shall be exclusively responsible for paying the salary and other emoluments to which each SERVICE PROVIDER'S employee is entitled under his agreement with the SERVICE PROVIDER. For the sake of clarity it is specifically provided that the Client shall not be liable to any SERVICE PROVIDER'S Employee for salaries, overtime, benefits, contributions, workmen's compensation charges and taxes etc. or for the reimbursement of any expenses, or for any other amount on any other account. All claims made by SERVICE PROVIDER'S Employees shall be dealt with exclusively by the SERVICE PROVIDER. None of the SERVICE PROVIDER'S Employees shall be entitled to seek employment of the Client merely on the ground that he had been engaged by the SERVICE PROVIDER during the tenure of this Agreement or was engaged by the SERVICE PROVIDER for the provision of the Services to the Client.

- 3.3. The SERVICE PROVIDER is responsible for the due and proper payment of wages and observance of all laws including Labour Laws applicable to themselves and their employees and shall ensure compliance of all statutory payments under the provisions of Labour Laws, including but not limited to EOBI, Social Security, Gratuity, Group life & Health insurance.

- 3.4. If at any time during the continuance of this Agreement:

- 3.4.1. the presence of any employee of the SERVICE PROVIDER is prejudicial to the interests of the Client; or
- 3.4.2. a SERVICE PROVIDER'S Employee commits any act or makes any omission, whether or not in connection with the Services to be provided pursuant to this Agreement, which is contrary to the interests of the Client; or

- 3.4.3. a SERVICE PROVIDER'S Employee conducts himself in a manner prejudicial to the business of the Client whether or not in connection with the Services to be provided pursuant to this Agreement;

Then the SERVICE PROVIDER will take immediate remedial action upon being informed by the Client against such SERVICE PROVIDER'S employee(s) to the complete satisfaction of the Client and if required by the Client, as per law shall withdraw such SERVICE PROVIDER'S Employee from providing any further Services under this Agreement.

- 3.5. The SERVICE PROVIDER will ensure maintaining a contractual liability insurance coverage in respect of all of Service Provider's employee against direct pecuniary losses to Client which might result from act of dishonesty or frauds by the Service Provider's employee in the course of Employment with the Service Provider and in the course of rendering services to the Client where their services are assigned subject to a maximum claim of PKR 200,000/- (Rupees Two Hundred Thousand) per person per incident with an aggregate total of PKR 1,000,000/- (Rupees One Million) per annum.

4. DUTIES OF THE CLIENT

- 4.1. The Client shall provide The SERVICE PROVIDER with copies of internal regulations required to be complied with by THE SERVICE PROVIDER and THE SERVICE PROVIDER'S employees during the performance of the Services including, without limitation, literature relating to THE Client's products, code of conduct and security procedures. THE Client shall immediately notify THE SERVICE PROVIDER and to the SERVICE PROVIDER's employees of any changes to the same during the continuance of this Agreement.
- 4.2. The Client shall provide THE SERVICE PROVIDER'S EMPLOYEES with such equipment and materials of whatsoever nature as are required and considered necessary for the proper performance of the Services.
- 4.3. The Client shall provide the SERVICE PROVIDER'S Employees with such facilities at its premises which are needed to carry out the required Services.
- 4.4. The Client shall be responsible for the payment or reimbursement of expenses and charges (if applicable) as covered by the terms and conditions agreed by the parties and as per Clause 5 of this Agreement.
- 4.5. The Client shall ensure that it has procured all rights, licenses and statutory permissions to carry out its business for its clients in Pakistan for which the services of the SERVICE PROVIDER are being procured and shall ensure that the SERVICE PROVIDER is indemnified against any legal or statutory punitive actions arising out of the absence of such licenses or permissions.

5. PAYMENT FOR SERVICES, PRICING, SALARY, AND FEE STRUCTURE

- 5.1. In consideration of the execution of the services under this Agreement by SERVICE PROVIDER, the Client has agreed to pay charges in accordance with Clause 5.1(i) as follows:
- i. In consideration of the provision of the Services under this Agreement by the SERVICE PROVIDER, Client agrees to pay SERVICE PROVIDER per transaction service charges on net salary at the rate of _____ % per employee per month to the SERVICE PROVIDER. These charges will be calculated on the payouts to employees on account of Net salaries, to the outsourced employee processed in each month as per the Fin-1 submitted by service provider in his financial bid to the client.

- ii. Any amount payable to an employee on account of perks/incentives or not mentioned here will be claimed from the Client only once in a month and SERVICE PROVIDER will not charge any service fee on that however Client has to pay applicable taxes on those invoices as per law.”
 - iii. SERVICE PROVIDER shall raise a separate invoice of the said Service Charges and the same shall be settled by the Client in accordance with Clause 5.2 hereunder.
- 5.2. SERVICE PROVIDER will send their invoice on or before 20th of each calendar month and the Client will process the invoice
 - 5.3. HR firm would make sure that salary should be issued prior to the 5th of every month of the outsources employee and disbursement sheets should be verified by banks statement submitted to the concerned department on monthly basis.
 - 5.4. Contractor will be bound to pay the salary of all the employees through a bank account which would be checked and verified by the by the DUHS management at any time to make sure that prevailing rates & salaries fixed by the provincial government & DUHS is followed.
 - 5.5. HR Company shall ensure the availability of funds for the disbursement of their employees’ salaries prior to the 5th of every month. In case of delay from client end

6. TERMINATION

- 6.1. The Client may terminate this Agreement without liability and without cause upon giving one month (30 days) prior written notice to the SERVICE PROVIDER. Upon termination, the SERVICE PROVIDER shall only be entitled to payment of acquired services upto the date of termination. No termination damages or indemnities shall be claimable from the Client or be payable by the Client if notice is given as prescribed above.
- 6.2. The Client and the SERVICE PROVIDER may terminate this Agreement with immediate effect if they believe on reasonable grounds that any of the following events has occurred or is likely to occur with reference to the SERVICE PROVIDER / Client:
 - a. The SERVICE PROVIDER / Client dissolves the business under the provisions of the Companies Act, 2017.
 - b. The SERVICE PROVIDER/ Client suspends payment of its debts or is deemed unable to pay its debts under any applicable law; or
 - c. The SERVICE PROVIDER / Client cease to carry on business as a going concern or cease to be in a position to fulfill its obligations under this Agreement.
- 6.3. If either Party commits any breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, is not remedied within 14 days of written notice from the innocent Party requesting the defaulting Party to remedy the breach) then the other Party shall be entitled to terminate this Agreement forthwith by a written notice intimating the effective date of such termination.
- 6.4. This Agreement may be terminated if compliance of the terms herein is prevented or hindered for reasons beyond reasonable control of the Parties ("Force Majeure"). Before termination, the Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists for more than twenty (20) days, the affected Party may give written notice to the other Party of its intention to terminate this Agreement because of Force Majeure.
- 6.5. This Agreement will also be terminated in case The Client fails to make payment against an

invoice for services and agreed reimbursements to the SERVICE PROVIDER for onward payment to staff engaged by the SERVICE PROVIDER for the Client within the specified time frame of 14 days from the issuance of the invoice, barring circumstances where an error has been made in billing or clarifications etc. as a matter of routine have to be resolved.

7. CONFIDENTIALITY.

- 7.1. Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.
- 7.2. The SERVICE PROVIDER shall ensure that all SERVICE PROVIDER's Employees, in terms of their contract of employment with the SERVICE PROVIDER, are under an obligation to maintain at all times the confidentiality of the Information which they may receive during the term of this Agreement.

8. NO PARTNERSHIP OR EMPLOYMENT

- 8.1. It is agreed between the Parties that the SERVICE PROVIDER is an independent SERVICE PROVIDER. This Agreement shall constitute an agreement for Services between the Parties and nothing in this Agreement shall constitute a partnership of the SERVICE PROVIDER and the Client nor create the relationship of employer and employee between the Client and the SERVICE PROVIDER or the Client and any SERVICE PROVIDER'S Employee.
- 8.2. During the tenure of this Agreement the SERVICE PROVIDER'S Employees shall have no authority to bind the Client and the SERVICE PROVIDER shall retain ultimate direction and control over them.

9. RESTRICTION OF USE OF CLIENT'S TRADEMARKS

The SERVICE PROVIDER may not use the Client LOGO, Trademark & Name for the purpose of advertising its services to other Companies and for its brochures, website and other marketing material.

10. AUDIT AND MONITORING PROCEDURES

The SERVICE PROVIDER agrees, upon reasonable notice, to allow the Client management, the right of inspecting, examining and auditing the SERVICE PROVIDER'S operations and business records which are directly relevant to the Services as set forth in the Agreement.

11. NOTICES

- 11.1. Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing.
- 11.2. Any such notice or other communication shall be addressed as provided in sub-clause 11.3 and, if so addressed, shall be deemed to have been duly given or made as follows:
- 11.2.1. if sent by personal delivery or by fax, upon receipt at the address or fax number of the relevant Party;
- 11.2.2. if sent by first class post or courier, upon delivery to the addressee.
- 11.3. The relevant addresses of each Party for the purposes of this Agreement are:
Name of Party Address

Dow University of Health Sciences, Karachi (DUHS)

The Registrar
5th Floor, Administration Block,
Dow Medical College Campus of DUHS
Baba-e-Urdu Road, Karachi Pakistan
Phone: +92 21-_____
Fax: +92 21-_____
Attn.: Registrar - DUHS

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Office No.XXX , XXXXXX,
xxxx,xxxxxxxx,xxxxxx,,xxxxxx,xxxxxxxx, Pakistan.
Tel: 92-xx-xxxxxx, Fax: 92-xx-
xxxxxxxx
Attn.: Mr. xxxxxxxx xxxxxxxx Chief Executive
Officer

- 11.4. Either Party may notify the other Party to this Agreement of a change to its name, relevant addressee or address for the purposes of sub- clause provided that such notification shall only be effective on:
- i. the date specified in the notifications i.e. the date on which the change is to take place;
or
 - ii. if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such change has been given.

12. MEDIATION

That any and every dispute, difference or question which may arise between the Parties to this Agreement shall be first settled by the Parties by an attempt at amicably settling the dispute through mutual negotiations. In case the disputes, differences or questions cannot be settled amicably or satisfactorily by correspondence or by mutual discussion within thirty days (30) after receipt by one Party of the other Party’s request for amicable settlement, it shall be referred to mediation before an accredited Mediator. Mediation proceedings shall be held at Karachi and will be governed by the mediation rules.

13. ARBITRATION

In the event the Parties fail to arrive at an amicable settlement and the Mediation as provided for fails, they shall refer the matter to arbitration in accordance with the Arbitration Act 1940, or any Amendment or Enactment thereof. The place of Arbitration shall be Karachi.

14. GOVERNING LAW

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the Pakistan.

15. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

16. AMENDMENT OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by both Parties.

17. NO WAIVER

Failure or delay by any Party to declare any breach or default immediately upon occurrence shall not waive such breach or default by the defaulting Party.

18. HEADINGS

The headings of the Agreements are inserted for convenience only and are not to be considered in construction of the provisions hereof.

19. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the Parties have signed this Agreement on the day and year first aforementioned.

For and on behalf of
Dow University of Health Sciences, Karachi

For and on behalf of HR Firm

Name and Designation

Name and Designation

WITNESS 1 _____

WITNESS 2 _____